

THIS AGREEMENT, made this 2-27-59
day of JUNE, 1959, by and be-
tween the STATE OF ARIZONA, acting
by and through its STATE HIGHWAY
ENGINEER, thereunto duly authorized,
hereinafter designated STATE, and the
CITY OF CLIFTON, acting by and
through its City Mayor, thereunto duly
authorized, hereinafter designated
CITY.

RECITALS:

For the safety and protection of the traveling public, highway illumination units will be installed on U. S. Route 666 and San Francisco River Bridge. Four (4) units will be installed to replace the existing units on bridge structure by the State under a bridge widening project. These illumination units are in the City of Clifton, and

WHEREAS, the parties hereto for their mutual benefit desire to cooperate in the maintenance of said lighting units, each in the manner hereinafter stated, and

WHEREAS, it is the desire of the parties hereto to proceed with the maintenance work and set out in writings their understandings and agreements, pursuant to which the said work shall be performed and paid for and subsequently maintained.

AGREEMENT:

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the faithful performance thereof, the City agrees:

1. To maintain the Fluorescent Lighting Fixtures and aluminum poles as installed and located on said structure.
2. Maintenance shall consist of cleaning, relamping, adjusting or straightening when necessary.
3. To install replacement poles or fixtures supplied by the State.
4. Maintenance shall also consist of fuse protection, as required, and photo-electric control.

5. To provide and set aside each year sufficient funds for the complete maintenance as heretofore stated, and the operation of above lighting fixtures, including the furnishing of electricity and relamping, as required, and the furnishing of all materials, labor, tools and equipment necessary to replace broken or damaged material or apparatus; such maintenance to continue until such time as, by mutual agreement, it is no longer necessary or desirable.

ARTICLE II

IN CONSIDERATION of the covenants of the City herein contained and the faithful performance thereof, the State agrees:

1. To furnish and provide engineering services when required for maintenance and repairing of above lighting fixtures to the City.
2. To replace aluminum poles to the City in event of damage to the above lighting fixtures.
3. To replace fluorescent fixtures and parts to the City in event of damage to the above lighting fixtures.

ARTICLE III

IN CONSIDERATION of the premises it is mutually agreed:

It is specifically understood and agreed that the State is bound by this Agreement to furnish engineering services when required for maintenance and repairing of above lighting fixtures and that the City, in the maintenance of said lighting units and the work incidental thereto, shall use every precaution to safeguard the person and property of the traveling public and shall save harmless the State from all suits, actions or claims of any character brought on account of any injury or damage sustained in consequence of any neglect in safeguarding the maintenance work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the day and year first written above.

STATE OF ARIZONA

WM. E. WILLEY
State Highway Engineer

By: J. R. Van Horn
J. R. VAN HORN
Deputy State Engineer

Approved as to form:

G. H. Stanley
Assistant Attorney General

Attest:

Thos. Nicholson
Assistant Secretary
Arizona State Highway Commission

CITY OF CLIFTON

By: Robert W. Gage
City Mayor

Attest:

H. Amick
City Clerk